

General Terms and Conditions (GTC) of Reis Robotics GmbH & Co. KG

Document Owner: Isabel Feldpausch, Senior Contract Manager, Reis Robotics GmbH & Co. KG

Filename: 9.1-D-002-01-General-Terms-and-Conditions-Parts-en-230908.docx

Version: 1.0

Date: 08.09.2023

§ 1 Definitions and scope

I. Definitions:

1. "GTC" are these general terms and conditions of delivery and performance.
2. "REIS ROBOTICS" is REIS ROBOTICS GmbH & Co. KG.
3. "Customer" is the REIS ROBOTICS contractual partner named in the respective offer, offer confirmation, or contract.
4. "Contractual object" are the delivery items and services or other scope of services specified in the offer by REIS ROBOTICS;
5. "Contractual partner" are REIS ROBOTICS and customer.

II. These General Terms and Conditions apply to all contracts concluded by REIS ROBOTICS on the vendor and supplier side. They only apply to companies (§ 14 BGB), legal entities under public law or a special asset under public law within the meaning of § 310 Para. 1 Cl. 1 BGB.

III. Upon completing the order, these general terms and conditions are regarded as accepted and as an integral part of the contract. Conflicting or deviating terms and conditions of the Customer are hereby expressly rejected. They shall only become part of the contract if REIS ROBOTICS expressly agrees to them in individual cases. These General Terms and Conditions shall also apply if REIS ROBOTICS carries out the service to the Customer without reservation in the knowledge that the Customer's terms and conditions conflict with or deviate from these General Terms and Conditions.

IV. These General Terms and Conditions shall also apply to all future contracts with the Customer which REIS ROBOTICS concludes on the seller and supplier side.

V. The contract itself, assurances, collateral agreements, amendments, and supplements to this contract require at least text form to be effective. The waiving of the text form requirement necessitates at least text form.

§ 2 Conclusion of contract and terms of contract

I. The offer is valid for 2 weeks, unless otherwise stated.

II. The scope of the delivery and/or service shall be determined by REIS ROBOTICS's offer. Deviations, changes, or additions by the Customer shall only become part of the contract if they are confirmed by REIS ROBOTICS in text form (e.g. in the order confirmation).

III. REIS ROBOTICS reserves the right to make changes to the agreed execution of its deliveries and services, unless these are unreasonable for the Customer. REIS ROBOTICS also reserves the right to modify the agreed execution of its deliveries and services (a) insofar as REIS ROBOTICS is obliged to do so by law, (b) insofar as this is necessary to guarantee product safety, or (c) insofar as this is only beneficial to the Customer.

IV. REIS ROBOTICS retains ownership and the copyright exploitation rights to the documents and information provided to the Customer (e.g. cost estimates, drawings, test programs, etc.). They shall be disclosed exclusively for evaluation purposes. They may only be made accessible to third parties in text form with the prior consent of REIS ROBOTICS. Documents and information relating to offers must be returned to REIS ROBOTICS immediately upon request or destroyed if the offer is not accepted with REIS ROBOTICS or is terminated.

§ 3 Export-law provisions

I. REIS ROBOTICS products may be subject to export restrictions.

II. If the products to be supplied by REIS ROBOTICS are exported to a country outside the European Union, the Customer shall inform REIS ROBOTICS in writing of the intended use, the country of destination, and the final recipient in order to enable REIS ROBOTICS to carry out an extended inspection.

III. REIS ROBOTICS reserves the right to carry out an additional export control. For this purpose, REIS ROBOTICS is entitled to pass on the

names and addresses of customers, suppliers, and other persons involved in the execution of the contract to third parties for the purpose of security checks. REIS ROBOTICS cannot guarantee data security in the case of the contacted third parties. If, on the basis of the data provided, the additional export control reveals that the delivery is contrary to statutory regulations, REIS ROBOTICS shall be entitled to withdraw from or to terminate the contract. After the declaration of withdrawal or termination, all claims for damages against REIS ROBOTICS are excluded.

IV. If customers, suppliers, or other persons directly or indirectly involved in the execution of the contract are listed on German, European, or US-American sanctions lists, the contract shall only be concluded under the condition precedent that the legal transaction is permissible under export control law. If customers, suppliers, or other persons directly or indirectly involved in the execution of the contract are included on German, European or US-American sanctions lists after conclusion of the contract, REIS ROBOTICS shall be entitled to withdraw from or to terminate the contract. After the declaration of withdrawal or termination, all claims for damages against REIS ROBOTICS are excluded.

V. If the contractual object is (partially) subject to an export restriction, an export license (e.g. from the Federal Office of Economics and Export Control (BAFA)) must be obtained prior to delivery. So that REIS ROBOTICS can apply for this export license, the Customer is obliged to provide the following information:

- Details on the intended use of the contractual object subject to export control
- Depending on the notification by REIS ROBOTICS, any other documents required for the application, such as declarations relating to the place of destination and the use of the contractual object or other confirmations.

VI. The Customer is obliged to inform REIS ROBOTICS without being asked whether a group company of the Customer is involved in projects with a military dimension. This also applies if these projects are not related to the contract.

VII. If the export licenses have not been granted, REIS ROBOTICS shall not be liable for the non-fulfilment of the contract, regardless of the legal grounds, unless REIS ROBOTICS is responsible for the non-issuance of the license with regard to the licensing process.

§ 4 Prices and terms of payment

I. All prices are free carrier (FCA) at REIS ROBOTICS's registered office (Incoterms 2010), excluding all additional costs such as packaging, freight, and insurance.

II. All prices are net prices and do not include taxes. Taxes are all taxes with the exception of the German income taxes of REIS ROBOTICS, customs duties, levies, and tax charges incurred in connection with the conclusion and implementation of the contract, in particular import sales taxes and value added taxes and directly comparable consumption taxes such as "Goods and Sales" taxes or "Use and Sales." Taxes shall be borne by the Customer. If taxes are due and payable, REIS ROBOTICS shall invoice these to the Customer and shall show these separately on the invoice in accordance with the applicable tax laws. Insofar as in international service relationships the responsibility for the turnover tax or comparable taxes in connection with the contractual services to be rendered is transferred by virtue of statutory provisions to the Customer as the recipient of the service, the Customer shall declare all taxes to the tax authorities in their country of residence as their own tax obligations. This also applies in the event that the transfer of the tax liability can be contractually determined. The Customer declares their direct consent to such contractual provisions. If the Customer is domiciled within the European Union but outside Germany, they are obliged to provide REIS ROBOTICS with a valid sales tax

identification number issued by the tax authority of their country of residence before issuing the invoice. The Customer shall notify REIS ROBOTICS immediately of any change in the value added tax identification number. The Customer obtains all contractually agreed services for the purposes of their company. If a tax or levy is to be withheld or deducted from a payment to be made under this contract, the Customer shall increase the payments to be made under this contract by an amount which ensures that REIS ROBOTICS will receive after this withholding or deduction an amount corresponding to the agreed prices.

III. The prices correspond to the cost situation at the time the order is placed. If the cost factors change by the agreed delivery or service date, e.g. the relevant standard wages or material prices, REIS ROBOTICS may increase its prices by the amount of the additional costs actually incurred if the delivery or service is not provided within 4 months of conclusion of the contract. The same shall apply if the delivery or service is made later than 4 months after conclusion of the contract for reasons for which the Customer is responsible. If the statutory sales tax increases, the additional costs shall be borne by the Customer.

IV. REIS ROBOTICS's claims are due 14 days after the invoice date. The timeliness of the payment depends on the receipt of payment. If the Customer is in default of payment, REIS ROBOTICS shall charge statutory default interest; REIS ROBOTICS reserves the right to assert further claims for damages.

V. REIS ROBOTICS is entitled, despite instructions to the contrary from the Customer, to initially set off payments against older claims or against costs and interest already incurred.

VI. Irrespective of the rights to which REIS ROBOTICS is otherwise contractually entitled, REIS ROBOTICS may withdraw from the contract and take back the contractual object to secure its rights. REIS ROBOTICS is obliged to have notified the Customer of this measure and to offer them a reasonable grace period for payment.

VII. In the event of justified doubts about the Customer's solvency arising after conclusion of the contract, REIS ROBOTICS may demand advance payment or the provision of securities or, in the case of installments agreed in advance, demand payment of the entire remaining debt. Evidence of a significant deterioration in the Customer's financial situation shall include, in particular, the occurrence or imminent insolvency or over-indebtedness of the Customer, the initiation of enforcement measures by the Customer's creditors, the dishonoring of a check, bill protests, the issuing of an affidavit, the non-payment of a due instalment, or information from a bank or credit agency corresponding to the diligence of a prudent businessman.

VIII. The Customer shall only be entitled to rights of set-off, retention, and refusal to perform if his counterclaims have been recognized by REIS ROBOTICS, are undisputed, or have been legally established. This restriction shall not apply to claims by the Customer due to defects or partial non-fulfilment of the contract, insofar as these claims result from the same contractual relationship as REIS ROBOTICS's claims. Furthermore, the Customer is only entitled to exercise a right of retention to the extent that their counterclaim is based on the same contractual relationship.

IX. If REIS ROBOTICS has assumed responsibility for the installation or assembly of the contractual object, the conditions specified in § 8 (II) shall apply.

§ 5 Delivery; time of delivery and performance

I. The place of performance shall be REIS ROBOTICS's registered office.

II. Delivery dates and delivery periods shall only be binding if they have been confirmed by REIS ROBOTICS in text form and the Customer has fulfilled their obligations in a timely and proper manner. Agreed deadlines shall commence on the date of the order confirmation. In the case of additional or extended orders placed at a later date, the deadlines shall be extended accordingly.

III. Agreed delivery dates are subject to correct and punctual performance by upstream suppliers, unless the incorrect or delayed performance by upstream suppliers is the fault of REIS ROBOTICS. REIS ROBOTICS shall inform the Customer immediately of any impending delays.

IV. Subsequent requests by the Customer for changes or additions shall extend the delivery period to a reasonable extent. The same shall apply in the event of industrial disputes, in particular strikes, lockouts or other operational disruptions for which REIS ROBOTICS is not responsible, mobilization, war, riots, the rejection of an important piece of work, delays in the delivery of important raw materials and parts and the outbreak of an epidemic/pandemic and other events unforeseeable by REIS ROBOTICS, if these impediments result in non-compliance with the deadline or contribute thereto. REIS ROBOTICS shall also not be responsible for the aforementioned circumstances if they arise during an existing delay in delivery.

V. If the Customer is in default of acceptance or violates other obligations to cooperate or if the service is delayed for other reasons for which the customer is responsible, REIS ROBOTICS shall be entitled, without prejudice to its other rights, to store the contractual object appropriately at the Customer's risk and expense and to invoice the Customer for transport and maintenance costs. REIS ROBOTICS may, at the Customer's risk and expense, store the contractual object in a public warehouse or otherwise in a secure manner or keep the contractual object in its own custody. If REIS ROBOTICS keeps the contractual object at its premises, it shall only be liable for willful intent and gross negligence and shall be entitled to usual storage costs (§ 354 HGB). REIS ROBOTICS is also entitled to withdraw from the contract and/or demand compensation from the Customer.

VI. The damages shall amount to a lump sum of 15% of the agreed net purchase price, unless the Customer can prove that less damage or no damage at all has been incurred. REIS ROBOTICS is entitled, irrespective of the lump sum damages, to claim compensation for the damage actually incurred.

VII. REIS ROBOTICS may make partial deliveries for justified reasons and to a reasonable extent. REIS ROBOTICS shall inform the Customer in a timely manner of any partial deliveries. The Customer is obliged to accept partial deliveries, unless it is unreasonable for him in individual cases.

VIII. Insofar as an acceptance of the contractual object has to take place, it is considered as accepted if (i) the delivery and installation has been completed, insofar as REIS ROBOTICS owes it according to contract, (ii) REIS ROBOTICS has informed the customer of this fact with reference to the acceptance fiction in accordance with this Section VIII. and has requested the customer to do the acceptance, (iii) fourteen working days have passed since the delivery or installation or since the customer has started to use the contractual object (e.g. the delivered system has installed) and in this case six working days have passed since the delivery or installation, and (iv) the customer has failed to acceptance within this period.

§ 6 Transfer of risk

I. REIS ROBOTICS's performance obligation shall be limited to the provision of the contractual object ready for dispatch. Unless otherwise agreed, delivery shall be made "FCA at REIS ROBOTICS's registered office" to a named carrier (Incoterms 2010). The Customer is obliged to collect the contractual object within seven calendar days of receipt of the notification of readiness or the invoice. The contractual object shall be packaged at REIS ROBOTICS's discretion at the Customer's expense. This shall also apply if partial deliveries are made or REIS ROBOTICS has assumed responsibility for other services, e.g. dispatch or delivery and installation.

II. The contractual object shall only be dispatched on request and then at the expense and risk of the Customer. REIS ROBOTICS shall be free to choose the mode of shipment, in which case the interests of the Customer shall be adequately taken into account.

III. The risk shall pass to the Customer upon provision of the contractual object and notification of readiness for dispatch or transfer of the contractual object to the person carrying out the transport, but at the latest upon leaving the supplier's works/warehouse, in the case of drop shipments from the supplier's works/warehouse of the upstream supplier, even if subservices have been agreed to with regard to the respective partial performance. This applies irrespective of whether further services have been agreed to (e.g. on site at the Customer's premises).

IV. REIS ROBOTICS is willing, at the Customer's request and expense, to take out any insurance requested by the Customer.

V. If dispatch is delayed for reasons beyond REIS ROBOTICS's control, the risk shall pass to the Customer no later than seven days after provision of the contractual item and notification of readiness for dispatch.

§ 7 Retention of title

I. REIS ROBOTICS reserves title to the contractual object until all existing or future claims by REIS ROBOTICS against the Customer have been satisfied, including current account balance claims.

II. Any processing of the contractual object subject to retention of title (goods subject to retention of title) by the Customer or third parties shall be carried out on REIS ROBOTICS's behalf. In the event of processing or an inseparable combination or mixing of the goods subject to retention of title with other goods, REIS ROBOTICS shall acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title to the other processed items at the time of processing, combining or mixing. In all other respects, the same shall apply to the new item created by processing, combining or mixing as to goods subject to retention of title. If the goods subject to retention of title are combined or mixed in such a way that the Customer's item is to be regarded as the main item, the Customer and REIS ROBOTICS shall agree that the Customer shall assign REIS ROBOTICS proportionate co-ownership of the new item. The Customer shall safely keep for REIS ROBOTICS the thusly created sole or co-ownership of REIS ROBOTICS.

III. The Customer must treat the goods subject to retention of title with care. Insofar as maintenance and inspection work becomes necessary, the Customer must carry it out in good time at their own expense. The Customer is obliged to insure at their own expense the goods subject to retention of title against insurable damage. By placing an order, the Customer assigns to REIS ROBOTICS by way of security any claims to insurance benefits in the amount of the order price. REIS ROBOTICS accepts this assignment. The Customer undertakes to notify the insurer of this assignment and to inform REIS ROBOTICS thereof. The re-assignment shall be deemed tacitly accepted when all REIS ROBOTICS's claims against the Customer have been satisfied.

IV. The Customer may neither pledge the contractual object nor assign it by way of security. In the event of seizure, confiscation, or other endangerment of ownership by third parties, the Customer must point out REIS ROBOTICS's ownership and notify REIS ROBOTICS immediately in text form by sending copies of the relevant documents (e.g. seizure re-report). The costs of any intervention by REIS ROBOTICS shall be borne by the Customer.

V. The Customer is entitled to resell the goods subject to retention of title in the ordinary course of business as long as they are not in default of payment. In the event that the Customer sells the contractual object without receiving the agreed consideration in full, they shall agree to a retention of title with the purchaser in accordance with these conditions. When placing the order, the Customer assigns to REIS ROBOTICS his claims for payment from the resale in the amount of REIS ROBOTICS's outstanding claims, including balance claims from the current account plus 10% surcharge for probable collection costs as security. For this purpose, it is irrelevant whether the Customer sells the contractual object to one or more customers together with other objects not belonging to REIS ROBOTICS, without or after processing or after installation in another item. The Customer may collect the assigned claims on their own account in their own name for REIS ROBOTICS as long as they duly fulfil their payment and other obligations towards REIS ROBOTICS. At REIS ROBOTICS's request, the Customer must inform REIS ROBOTICS of the debtors of the assigned claims. If the Customer does not properly comply with their payment and other obligations towards REIS ROBOTICS, they must notify the debtors of the assigned claims of the assignment at their own expense and keep any collected proceeds for REIS ROBOTICS GmbH separate from their own assets.

VI. If the value of the securities existing for REIS ROBOTICS exceeds REIS ROBOTICS's claims by more than 10% in total, REIS ROBOTICS

shall be prepared at its discretion to release or transfer back securities exceeding this amount at the Customer's request.

VII. If the law in whose purview the contractual object is located does not permit retention of title but does permit retention of similar rights to the contractual object, these similar rights shall be deemed to have been agreed upon between the Customer and REIS ROBOTICS. The Customer is obliged to cooperate in measures that REIS ROBOTICS intends to take to protect its property or similar security rights in the contractual object. For this purpose, as well as for compliance with the obligations specified in § 6, the Customer may be required to comply with the order without further reminder by means of a temporary injunction or corresponding court measures.

§ 8 Installation and assembly; cooperation of Customer

I. The following terms and conditions shall not apply if and to the extent that other agreements are made between REIS ROBOTICS or a company affiliated with REIS ROBOTICS within the meaning of §§ 15 ff. and the Customer.

II. For each type of installation and assembly, the Customer has the following obligations at their own expense:

a) Timely provision of

- (1) Auxiliary teams such as required skilled workers or auxiliary workers with the necessary tools in the required number;
 - (2) Operating power and water including the necessary connections to the point of use, heating, and general lighting;
 - (3) sufficiently large, suitable, dry, and lockable rooms at the assembly site for the storage of the contractual object, assembly materials, tools, etc. and adequate work and common areas including sanitary facilities for the assembly personnel. The Customer must take the necessary measures to protect the assembly personnel and possessions of REIS ROBOTICS;
 - (4) Protective clothing and protective devices which are necessary due to special circumstances at the installation site and are not customary in the industry for REIS ROBOTICS Deutschland GmbH.
- b) Prior to commencement of the assembly work, the Customer must provide the necessary information on the location of concealed power, gas, and water lines or similar installations as well as the necessary static data without being requested to do so.
- c) Before installation or assembly begins, the delivery parts required for the commencement of work must be on site and all necessary preparatory work must have progressed to such an extent that installation or assembly can be started immediately after the arrival of the installation personnel and carried out without interruption.
- d) If the installation, assembly, or commissioning is delayed due to circumstances which - in particular on the construction site - occur through no fault of REIS ROBOTICS, but from the Customer's risk area, the Customer shall bear the reasonable costs for waiting time and further necessary travel of the assembly personnel.
- e) The Customer must diligently certify the working hours of the assembly personnel on a weekly basis. The Customer is obliged to immediately hand over to the installation personnel a written certificate confirming the completion of the installation or assembly.
- f) REIS ROBOTICS shall not be liable for work performed by its assembly personnel or other vicarious agents, insofar as such work is not connected with the delivery or installation or assembly, or insofar as it has not been initiated by the Customer.

III. If REIS ROBOTICS has assumed responsibility for installation or assembly against individual invoicing, the following provisions shall apply in addition to Section II:

- a) The Customer shall pay REIS ROBOTICS the rates agreed upon when the order was placed for working hours and surcharges for overtime, night work, work on Sundays and public holidays, for work under difficult circumstances, and for planning and monitoring. For the determination of surcharges for public holidays, the provisions applicable at REIS ROBOTICS's registered office shall apply.
- b) The following costs will be reimbursed separately:
- (1) Travel expenses; cost of transporting tools and personal luggage.
 - (2) The triggers for working hours as well as for days off and holidays.

§ 9 Warranty

I. Warranty rights of the Customer presuppose that they have properly fulfilled their obligations to inspect and notify defects in accordance with § 377 HGB (German Commercial Code). Poor performance, to which § 377 HGB does not apply, must be reported within a preclusive period of one calendar week from the date on which the poor performance can be identified. If the customer fails to properly and promptly inspect and / or report defects, the warranty obligation and other liability for the defect concerned are excluded by REIS ROBOTICS.

II. Claims of the Customer due to material defects shall become time-barred after 12 months from the passage of risk. Liability for defects is excluded for contractual objects sold as used goods. The liability of REIS ROBOTICS for damages (i) due to injury to life, body or health and/or (ii) due to intentional or grossly negligent damage and/or (iii) due to fraudulent concealment of a defect and/or (iv) or from the Product Liability Act remain unaffected. In this respect, the statutory limitation periods shall apply.

III. Insofar as the law in § 438 Para. 1 No. 2 BGB (buildings and items for buildings), § 445 b BGB (right of recourse) and § 634a Para. 1 BGB (construction defects) prescribes longer periods, these periods shall apply.

IV. For parts replaced within the scope of the warranty or the repair, the warranty period shall be 6 months, but at least until expiry of the original warranty period for the contractual object.

V. In the following cases there shall be no warranty claims: in the event of natural wear and tear, faulty or negligent handling, excessive strain, use of unsuitable equipment, special external influences not assumed under the contract, improper performance of repair work or modifications by the Customer.

VI. In the event of a defect, REIS ROBOTICS shall, at its discretion and subject to timely notification of the defect, either remedy the defective contractual object, deliver new or perform anew. Recourse claims remain unaffected by the above regulation without restriction.

VII. The defect shall be remedied at REIS ROBOTICS's registered office, provided that this does not involve disproportionate expense. In this case, the Customer shall properly pack and deliver the contractual object.

VIII. Claims of the Customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labor, and material costs, shall be excluded to the extent that such expenses increase because the contractual object has subsequently been transferred to a location other than the Customer's branch office, unless such transfer corresponds to its intended use.

IX. The Customer shall grant REIS ROBOTICS the time and opportunity reasonably required to remedy the defect.

X. Parts replaced within the scope of the subsequent improvement shall become the property of REIS ROBOTICS and must be handed over immediately by the Customer.

§ 10 Liability

I. REIS ROBOTICS shall be liable in accordance with the statutory provisions (i) in the event of intent or gross negligence; (ii) in the event of culpable injury to life, limb, or health of a person; (iii) in accordance with the provisions of the Product Liability Act; and (iv) to the extent of any assumed warranty.

II. In the event of a breach of material contractual obligations due to simple negligence, REIS ROBOTICS's liability shall be limited to the damage typical of the contract and usually foreseeable. Essential contractual obligations are obligations whose fulfilment is essential to the proper performance of the contract and whose observance the other party may rely upon.

III. Any other liability on the part of REIS ROBOTICS is excluded to the extent permitted by law.

IV. The above limitations of liability shall also apply in the event of the fault of a vicarious agent of REIS ROBOTICS as well as for the personal liability of REIS ROBOTICS employees, representatives, executives, and corporate bodies.

V. Claims for damages for the loss of stored data shall be excluded if the damage would not have occurred if the data had been properly backed up at adequate intervals, unless REIS ROBOTICS has not properly instructed the Customer on data back-up.

VI. For claims for reimbursement of expenses on the part of the Customer, the restrictions specified above in § 9 para. I, II and V shall apply mutatis mutandis.

VII. A change in the burden of proof to the detriment of the customer is not associated with the above regulations.

§ 11 Force majeure

I. Delays or the failure of the performance within the framework of the contract as a result of an event of force majeure without error or fault on the part of the Contractual Partner concerned shall be deemed excused as long as the event continues. This presupposes that the affected Contractual Partner informs the other Contractual Partner in writing immediately after the occurrence of the event of force majeure, but no later than 3 days thereafter, of the type and extent of the event of force majeure that has occurred and its effects, including the probable duration.

II. Events of force majeure are unforeseeable, unavoidable, and extraordinary events such as natural catastrophes such as floods, earthquakes, hurricanes or other extreme natural events, short-ages of raw materials, energy, and labor, industrial disputes, involuntary or unforeseeable operational disruptions, fires, unrest, wars, sabotage, terrorist attacks as well as the outbreak of an epidemic or pandemic.

III. If the affected Contractual Partner cannot provide credible assurance that a delay due to force majeure will not exceed 60 days or if a delay due to force majeure exceeds 60 days, the other party may terminate the contract without liability.

§ 12 Integrity clause

I. The parties are committed to a corruption-free business environment. They undertake to refrain from corrupt behavior and other criminal acts and to take all necessary measures to avoid them. In particular, they commit to take precautionary measures against the serious misconduct listed below:

a) Offences in business transactions, in particular money laundering (§ 261 StGB), fraud (§ 263 StGB), embezzlement (§ 266 StGB), falsification of documents (§ 267 StGB), falsification of technical records (§ 268 StGB), falsification of data relevant to evidence (§ 269 and § 270 StGB), indirect falsification of documents (§ 271 StGB), suppression of documents (§ 274 StGB) as well as agreements restricting competition in offers (§ 298 StGB).

b) Offering, promising, or granting benefits to domestic or foreign civil servants, public officials or persons with special obligations for the public service who participate in the award or execution of contracts (§§ 331-335 StGB).

c) Offering, promising, or granting or demanding, letting oneself be promised and accepting advantages vis-à-vis business partners in return for unfair preferential treatment in national or international business transactions (§§ 299, 300 StGB).

d) The betrayal or obtaining of business and trade secrets (§ 17 UWG) as well as the unauthorized exploitation of documents (§ 18 UWG).

e) Infringements of national (ARC) and European competition and anti-trust law.

II. In the event of a breach of an obligation under § 12 (I) by one party, the other party shall be entitled to exercise extraordinary termination.

III. In the event of a breach of an obligation under § 12 (I) by one party, the other party shall be entitled to cease further business contacts with the infringing contracting party without this giving rise to any claims by the infringing party, irrespective of the legal basis.

§ 13 Place of performance; place of jurisdiction; applicable law

I. The place of performance shall be REIS ROBOTICS's registered office.

II. The exclusive place of jurisdiction for all disputes arising directly or indirectly from this contractual relationship shall be REIS ROBOTICS's



registered office. REIS ROBOTICS may also file suit against the Customer at their registered office.

III. The contractual relations shall be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG).